IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

KATHERINE L. EASTER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CIVIL ACTION NO. 1:23-00458-JB-B**
	)	
IC SYSTEM, INC., et al.,	)	
	)	
Defendants.	)	

ORDER

This matter is before the Court on Defendant I.C. System, Inc.'s ("Defendant") Motion for Summary Judgment. (Doc. 62). The Motion has been fully briefed, and the Court conducted oral argument. Upon due consideration, and for the reasons stated herein, the Court concludes that the Motion is due to be GRANTED.

I. BACKGROUND

This action arises from Defendant's alleged wrongful collection efforts and false credit reporting concerning Plaintiff and a defaulted Mediacom account. (Doc. 1). Plaintiff asserts three counts against Defendant. (*Id.*). Count One is brought under the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* ("FCRA"). (*Id.* at PageID.11). Count Four is brought under Fair Debt Collections Practices Act, 15 U.S.C. § 1692 ("FDCPA"). (*Id.* at PageID.17). Count Five is brought under Alabama law for invasion of privacy and wanton collections. Plaintiff has now conceded dismissal of Count Five (Doc. 66 at PageID.402 – 403), so Counts One and Four are the only remaining Counts to be addressed.[1]

[1] All other defendants have been dismissed.

Plaintiff is a private duty nurse. She resides at 3628 Jarvis Lane in Semmes, Alabama. Her cell phone number is 251-402-3053, and her email addresses are katheeaster@gmail.com and kathyleach55@gmail.com.

In 2020, Plaintiff provided home health care for Euguene Jewell ("Jewell") at his residence at 2630 Capital Drive in Mobile, Alabama. During that time, Jewell decided he wanted internet service installed at his house. He had difficulty using the telephone, so asked Plaintiff to call Mediacom to arrange for installation. Plaintiff agreed and called Mediacom.

A Mediacom account was opened in Plaintiff's name, bearing account number 8383600740897902. ("Mediacom Account"). Mediacom considered Plaintiff responsible for the Mediacom Account. Mediacom associated Plaintiff's name, email address, phone number, and social security number with the Mediacom Account from the time the account was opened in 2020. Plaintiff has never seen a bill or any other Mediacom documentation that has Jewell's name associated with the Mediacom Account. Mediacom sent invoices for the Mediacom Account to Plaintiff's name, but at Jewell's 2630 Capital Drive address.

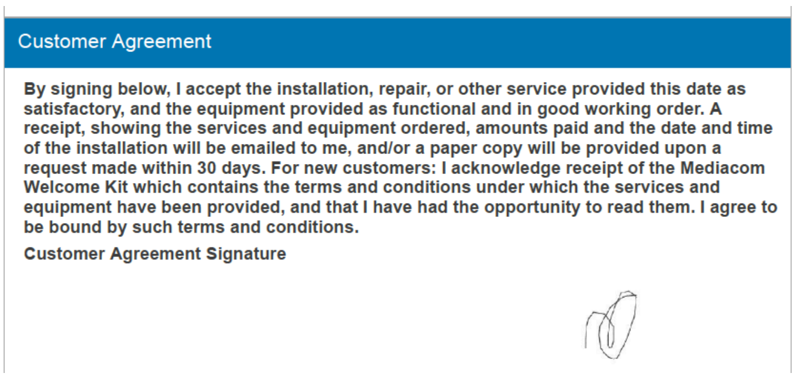
Plaintiff contends the only thing she agreed to do regarding the Medicom Account was to make the initial call, and that she did not give Mediacom permission to use her name, information or Social Security number in connection with it.

On August 27, 2020, Mediacom sent an email to Plaintiff at her email address katheeaster@gmail.com, confirming an installation appointment at 2360 Capital Drive under the Mediacom Account. Mediacom's August 27 email to Plaintiff included her cell phone number and noted "Your Order." Jewell's name did not appear in the email. Plaintiff did not dispute the Mediacom Account was hers upon receipt of the August 27, 2020 email. Mediacom came to Mr.

Jewell's home as scheduled and installed internet service. Plaintiff was not present during the installation.

Mediacom sent Plaintiff another email on August 30, 2022, confirming automatic bill pay arrangements for the Mediacom Account. Nothing in the August 30, 2022 email had Jewell's name on it. Plaintiff did not contact Mediacom at the time the August 30, 2022 email was sent to her to dispute that the Mediacom Account was hers.

Mediacom records include the following September 3, 2020 "Work Order:"



Customer Agreement

By signing below, I accept the installation, repair, or other service provided this date as satisfactory, and the equipment provided as functional and in good working order. A receipt, showing the services and equipment ordered, amounts paid and the date and time of the installation will be emailed to me, and/or a paper copy will be provided upon a request made within 30 days. For new customers: I acknowledge receipt of the Mediacom Welcome Kit which contains the terms and conditions under which the services and equipment have been provided, and that I have had the opportunity to read them. I agree to be bound by such terms and conditions.

Customer Agreement Signature

(Doc. 66-5).

On September 30, 2020, Mediacom sent Plaintiff another email, providing "Your Order Summary" for the Mediacom Account. It included Plaintiff's name and her phone number. Jewell's name did not appear in the email.

Plaintiff did not regularly check her emails and did not realize Mediacom sent these emails at the time. Plaintiff did not contact Mediacom to dispute the Mediacom Account before receiving an initial collection letter from Mediacom dated November 3, 2021.

Plaintiff spoke with a Mediacom employee about the Mediacom Account, who told her Mediacom considered her legally responsible for the Mediacom Account because her social security number was associated with it. Plaintiff did not provide her social security number to

Mediacom in connection with the Mediacom Account. She provided it to Mediacom in connection with a separate undisputed account she had with Mediacom.

Mediacom and Plaintiff were the only sources of information available to Defendant to determine Plaintiff's responsibility for the Mediacom Account. (Doc. 61-1, PageID.296 line 15 – PageID.298 line 6).

It is Defendant's policy to only collect debts that are validly due and owing, and its employees are trained to comply with this policy. Consistent with this policy and because Defendant is not the original creditor on debts it collects and does not have first-hand information regarding any accounts referred to it for collection, Mediacom has contractually agreed that it will refer only validly due and owing debts to Defendant for collection.

On November 1, 2021, Mediacom referred the Mediacom Account to Defendant for collection. Mediacom remained creditor. Mediacom referred Plaintiff as the Mediacom Account holder, and the Capital Drive address. Defendant determined Plaintiff lived at the Jarvis Lane address, not Capital Drive. Defendant did not determine whether Plaintiff ever lived at the Capital Drive address. Mediacom's referral to Defendant identified a delinquent balance of $255.96 as validly due and owing by Plaintiff, and provided her social security number. On December 26, 2021, Defendant reported the Mediacom Account to credit reporting agencies.

Defendant sent an initial collection demand letter to Plaintiff dated November 3, 2021. That letter was mailed to Plaintiff's Jarvis Lane address. The letter referenced the Mediacom Account and demanded payment of the $255.96 past due balance. The letter was not sent to the Capital Drive address.

On December 30, 2021, Defendant received a call from Plaintiff about the Mediacom Account. Plaintiff provided information that matched information associated with the Mediacom Account. She indicated she was disputing the Mediacom Account, claiming she set up the account for a person named Jewell. Consistent with its policies and procedures, after the call ended, Defendant updated the Mediacom Account notes to indicate that Plaintiff disputed the debt. That update resulted in Plaintiff's dispute being transmitted to Mediacom as part of Defendant's daily transmission of all disputes received on Mediacom accounts to Mediacom. Because the Mediacom Account was marked "disputed," the disputed status was automatically conveyed to reporting agencies whom Defendant reported the account going-forward, including agencies to whom Defendant had reported the Mediacom Account prior to the December 30, 2021 telephone call from Plaintiff. No further outgoing calls were placed, nor incoming calls received, on the Mediacom Account after December 30, 2021.

Plaintiff sent a number of dispute letters as well. In each letter, Plaintiff stated she never agreed to be financially responsible for the Mediacom Account. She also stated that she never signed any document indicating her agreement to pay for Mediacom Account. By February 2022, Defendant had access to Plaintiff's signatures on a dispute letter and the "signature" on the Mediacom Work Order.

On or about February 29, 2023, Defendant received a letter dated February 13, 2023 from Plaintiff. Consistent with Defendant's policies and procedures, Defendant transmitted the letter to Mediacom and indicated that it would cease further collections efforts until Mediacom provided "validation" of the debt. On March 1, 2023, Defendant sent a letter to Plaintiff enclosing the document it received from Mediacom in response to the validation request. Defendant indicated it would "cease communication" with her. Defendant made no further attempts to communicate with Plaintiff regarding the Mediacom Account.

On November 20, 2023, Plaintiff filed a lawsuit against Mediacom disputing liability for the Mediacom Account, which she alleged belongs to Jewell ("Mediacom Suit"). Defendant was not a party to the Mediacom Suit. Plaintiff alleged Mediacom "provided [Defendant] information falsely indicating that [she] was legally responsible for [the Mediacom Account]." (Doc. 27-3). Plaintiff also alleged Mediacom, after transferring the Mediacom Account to Defendant, "continued to provide information to [Defendant] falsely identifying" her as being responsible for the debt. (*Id.*). Plaintiff and Mediacom settled the Mediacom Suit, and Plaintiff's responsibility for the Mediacom Account was not determined. (*See* Doc. 70-2).

On or about December 9, 2023, Defendant made a request to reporting agencies for deletion of any of Defendant's reporting associated with the Mediacom Account.

II. STANDARD

Defendant moves for summary judgment as to both Counts One and Four of the Complaint. Rule 56 of the Federal Rules of Civil procedure states the Court "shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." The "substantive law will identify which facts are material." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). The Court does not "weigh the evidence and determine the truth of the matter." *Anderson*, 477 U.S. at 249. Rather, the Court "determine[s] whether there is a genuine issue for trial." *Id. at 250.*

The movant bears the initial burden of proof to demonstrate the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986). The movant may support an assertion that a fact cannot be disputed by showing the "adverse party cannot produce admissible evidence to support the fact." Rule 56(C)(1).

"When a moving party has discharged its burden, the non-moving party must then 'go beyond the pleadings,' and by its own affidavits, or by 'depositions, answers to interrogatories, and admissions on file,' designate specific facts showing that there is a genuine issue for trial." *Jeffery v. Sarasota White Sox, Inc.*, 64 F.3d 590, 593-94 (11th Cir. 1995) (*per curiam*) (quoting *Celotex*, 477 U.S. at 324). "[T]here is no genuine issue for trial where 'the record taken as a whole could not lead a rational trier of fact to find for the non-moving party[.]'" *Davis v. Stewart*, 2023 U.S. Dist. LEXIS 51315, *22 (S.D. Ala. March 27, 2023) (quoting *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986)). In analyzing a motion for summary judgment, the Court views the facts in the light most favorable to the non-movant. *See Davis*, 2023 U.S. Dist. LEXIS 51315, at *23 (citing *Comer v. City of Palm Bay, Fla.*, 265 F.3d 1186, 1192 (11th Cir. 2001) (*per curiam*) ("We view the evidence and all factual inferences raised by it in the light most favorable to the non-moving party, and resolve all reasonable doubts about the facts in favor of the non-moving party.")).

III. ANALYSIS

A. Fair Credit Report Act Claim

Plaintiff claims Defendant violated the FCRA by failing to reasonably investigate her dispute and reporting false information. (Doc. 1 (citing 15 U.S.C. §1681s – 2(b)). Plaintiff argues she did not intend to be responsible for the Mediacom Account, but rather intended Jewell to be responsible.

In its Motion for Summary Judgment, Defendant does not contend it reasonably investigated Plaintiff's dispute. Rather, Defendant argues Plaintiff's FCRA claim fails because she cannot prove that a reasonable investigation would have revealed the disputed information to be inaccurate. The Eleventh Circuit has made clear that such proof is required. An FCRA claim requires a plaintiff to establish "at least" two things:

> To succeed on an FCRA claim, a plaintiff must establish (at least) two things. First, a plaintiff must identify inaccurate or incomplete information that the furnisher provided to the reporting agency. And second, to prove an investigation was unreasonable, **a plaintiff must point out some facts the furnisher could have uncovered that establish that the reported information was, in fact, inaccurate or incomplete**.

Holden v. Holiday Inn Club Vacations, 98 F.4th 1359, 1367 (11th Cir. 2024) (emphasis added). The Court in *Holden*, relying on *Felts v. Wells Fargo Bank, Nat'l Ass'n*, explained:

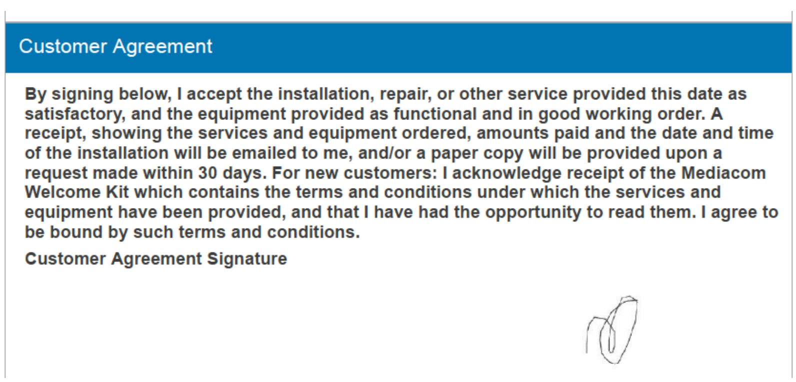
> **Regardless of the nature of the investigation a furnisher conducted, a plaintiff asserting a claim against a furnisher for failure to conduct a reasonable investigation cannot prevail on the claim without demonstrating that had the furnisher conducted a reasonable investigation, the result would have been different**; *i.e*., that the furnisher would have discovered that the information it reported was inaccurate or incomplete, triggering the furnisher's obligation to correct the information. Absent that showing, a plaintiff's claim against a furnisher necessarily fails, as the plaintiff would be unable to demonstrate any injury from the allegedly deficient investigation.

893 F.3d 1305, 1313 (11th Cir. 2018) (emphasis added).

Defendant argues Plaintiff has failed to identify any facts it "could have uncovered that establish that the reported information was, in fact, inaccurate or incomplete." *Holden,* 98 F.4th at 1367. Absent such a showing, Plaintiff's claim necessarily fails as she "would be unable to demonstrate any injury from [Defendant's] allegedly deficient investigation." *Felts*, 893 F.3d at 1313.

It is undisputed that Mediacom Account was opened in Plaintiff's name and not Jewell's. At all material times, Mediacom considered Plaintiff responsible for the Mediacom Account. Mediacom communications regarding the installation and confirmation of service, as well as payment arrangements, were sent to Plaintiff. Mediacom sent its invoices to Plaintiff, although at Jewell's address. Mediacom documentation associated Plaintiff's name, phone number, email address, and social security number with the Mediacom Account. All Mediacom documents bore Plaintiff's name. None bore Jewell's.

In the face of these undisputed facts and documents, Plaintiff notes Defendant was obligated to investigate account-level documentation, to which Defendant indisputably had direct and immediate access. (Doc. 66 (citing *Hinkle v. Midland Credit Mgmt, Inc.*, 827 F.3d 1295 (11th Cir. 2016)). Had it done so, Plaintiff argues, Defendant would have discovered the Mediacom September 3, 2020 "Work Order:"


Customer Agreement

By signing below, I accept the installation, repair, or other service provided this date as satisfactory, and the equipment provided as functional and in good working order. A receipt, showing the services and equipment ordered, amounts paid and the date and time of the installation will be emailed to me, and/or a paper copy will be provided upon a request made within 30 days. For new customers: I acknowledge receipt of the Mediacom Welcome Kit which contains the terms and conditions under which the services and equipment have been provided, and that I have had the opportunity to read them. I agree to be bound by such terms and conditions.

Customer Agreement Signature

(Doc. 66-5).

Even assuming the scrawl on this Work Order is a "signature," it is apparently a digital one and is certainly illegible. Plaintiff contends it is Jewell's. Regardless, Plaintiff argues if Defendant had found the "Work Order" it would have discovered that the mark on it does not match her signature on dispute letters. (Doc. 66-6). According to Plaintiff, the "absence of her signature (let alone the presence of Jewell's) on the Customer Agreement [Work Order] easily establishes that the reporting was inaccurate because it shows she never agreed to pay for Jewell's service." (Doc. 66 at PageID.392 – 393). The Court disagrees. The illegible scrawl on the Work Order does not constitute the "absence" or "presence" of any identifiable signature. It does not establish Plaintiff "never agreed to pay" the Mediacom Account.

Plaintiff makes too much of the Work Order. Even in the light most favorable to Plaintiff, the Work Order is not a "fact" that would have established the information Defendant reported "was, in fact, inaccurate or incomplete." *Holden*, 98 F.4th at 1367. At the same time, Plaintiff makes too little of the undisputed Mediacom documents and its determination that she was responsible for the Mediacom Account. Mediacom verified its determination when Defendant sent it Plaintiff's February, 2023 dispute letter. *See, Brill v. Trans Union*, 2015 U.S. Dist. LEXIS 167980 (W.D. Wis. 2015) (rejecting an argument that a forgery could have been discovered by defendant's comparison of handwriting samples), *Walker v I.C. Sys.*, 2024 U.S. Dist. LEXIS 56129, *13 (M.D. Ala. March 28, 2024) (concluding "the creditor was in the best position to determine whether the account was fraudulent"), and *Rodrigues v Experian*, 2024 U.S. Dist. LEXIS 42018, *3 (S.D. Fla., March 11, 2024) (concluding the creditor "was the sole authority [] that the Plaintiff's account was overdue."). The Court concludes Plaintiff has failed to point to any fact Defendant could have uncovered that would have established the information it reported "was, in fact, inaccurate or incomplete." *Holden,* 98 F.4th at 1367.

Plaintiff next argues her dispute of responsibility for the Mediacom Account was "readily verifiable." In *Holden,* the Eleventh Circuit held that for alleged inaccurate reporting to be actionable, the disputed information must be "objectively and readily verifiable." 98 F.4th at

1369. Moreover, "alleged inaccurate information is not objectively and readily verifiable [when] it stems from a contractual dispute without a straightforward answer." *Id.* at 1368.

According to Plaintiff, paragraph 4(g) of the "Collection Services Agreement" between Mediacom and Defendant forecloses Defendant's argument that her dispute was not "objectively or readily" verifiable. (Doc. 66 at PageID.397). That provision requires Mediacom to use commercially reasonable efforts to ensure that amounts "added to the original amount" of the debt have been authorized in writing by the debtor. From this, Plaintiff argues that her dispute raised the "simple and narrow question" of whether Defendant had written evidence of her agreement to pay. The answer, according to Plaintiff, was "just a few mouse clicks away." (*Id.*). Plaintiff characterizes Defendant's "choice not to access Mediacom's documents before verifying the reporting" as violating the FCRA.

The Court disagrees. First, regarding paragraph 4(g) of the Collection Services Agreement, there is no evidence that the Mediacom Account includes "amounts added to the original amount" to which the writing requirement of 4(g) may apply. Also, if Plaintiff's argument is that the Work Order was the "answer" that was "just a few mouse clicks away," the argument fails for the reasons set out above.

The Court also finds the cases on which Plaintiff relies to be distinguishable or unsupportive of her arguments. For example, based on *Holden* and *Hinkle, supra*, Plaintiff argues Defendant, as a furnisher, is qualified to assess legal issues raised in disputes. Plaintiff's argument sweeps too broadly. What the Court in *Holden* explained is, "[w]hether the alleged inaccuracy is factual or legal is beside the point." 98 F.4th at 1363. "Instead, what matters is whether the alleged inaccuracy was objectively or readily verifiable." *Id.* The Court understands *Holden* to instruct that furnishers may be required to resolve disputes presenting legal issues, if the dispute involves a "readily verifiable and straightforward application of law to facts.'" *Id.* at 1368 ("This is not to say the furnishers 'are never required by the FCRA to accurately report information derived from the readily verifiable and straightforward application of law to facts.") (quoting *Mader v. Experian Info. Sols., Inc.*, 56 F.4th 264, 271 (2d Cir. 2023)). The Court in *Holden* stated, "if a legal question is sufficiently settled so that the import on a particular debt is readily and objectively verifiable, the FRCA sometimes requires the implications of that decision to be reflected in credit reports." *Holden*, 98 F.4th at 1368.

The question remains, therefore, whether the inaccurate information alleged in Plaintiff's dispute is objectively and readily verifiable. The problem with Plaintiff's claim is, as a matter of law, "alleged inaccurate information is not objectively and readily verifiable [when] it stems from a contractual dispute without a straightforward answer." *Id.* at 1368. On this point, Plaintiff declares "[t]here can be no credible argument that "a 'not my account' dispute does not involve 'objectively verifiable' information." (Doc. 66 at PageID.395). However, Plaintiff cites no authority for a such a blanket rule, and the Court is not aware of any. Indeed, as noted, Plaintiff failed to obtain an answer to her "not my account" dispute in her separate lawsuit against Medicom.

Plaintiff's argument is based squarely on the Work Order. However, there is no straightforward answer to the question of whether, and if so how, Plaintiff's responsibility for the Mediacom Account is affected by the Work Order. Even assuming Plaintiff did not sign the Work Order, the question of what legal impact that fact has on Plaintiff's responsibility to pay the Mediacom Account is not straightforward. Even assuming the illegible mark on the Work Order is Jewell's (or anyone else's), Plaintiff fails to demonstrate that such a fact would establish that she is not responsible for the Mediacom Account. Plaintiff's dispute of the Mediacom Account is not straightforward. Taking the Work Order and all other undisputed evidence surrounding the Mediacom Account in the light most favorable to Plaintiff, there is no "readily verifiable and straightforward application of law to facts" establishing Plaintiff is not responsible for Mediacom Account. *Holden*, 98 F.4th at 1368 (quoting *Mader v. Experian Info. Sols., Inc.*, 56 F.4th 264, 271 (2d Cir. 2023)). Plaintiff's dispute is not "objectively and readily verifiable" because the alleged inaccurate information does not stem from a contractual dispute with a "straightforward answer."

Plaintiff also misplaces reliance on *Ramones v. Experian Info. Sols.*, LLC, 537 F. Supp. 3d 1314 (S.D. Fla. 2021) and *Dorsey v. Trans Union, LLC*, 2024 U.S. Dist. LEXIS 120136 (N.D. Ala. July 9, 2024). In *Ramones*, the court found a defendant failed to conduct a reasonable investigation of disputed debts where plaintiff's name indisputably did not match the name of the debtor which the original creditor provided to the defendant. The court found it difficult to conclude defendant had discharged its FCRA duties where it repeatedly verified a debt when it knew the disputing plaintiff's name was different from the debtor's name it obtained from the original creditor. 537 F. Supp. 3d at 1322. Further, the defendant admittedly failed to review all of the information submitted by the plaintiff, and it chose not to contact its client, the original creditor, because it was "too burdensome." 537 F. Supp. 3d at 1323. In the instant case, there are not different names or other contradictions alerting of an inaccuracy. Plaintiff's name is the only name in Mediacom's records and Defendant contacted Mediacom, the original creditor, to verify Plaintiff's responsibility for Mediacom Account. Even if Defendant had reviewed Mediacom's account-level information, it would not have discovered conflicts of the sort at issue in *Ramones*.

In *Dorsey,* plaintiff opened an AT&T account, but AT&T was unable to provide the services she ordered. 2024 U.S. Dist. LEXIS 120136, at *2. AT&T nevertheless billed plaintiff for the unprovided services. *Id.* Plaintiff called AT&T three times to dispute the charges appearing on monthly bills. Each time, AT&T apologized and informed plaintiff the disputed bill was sent inadvertently. However, AT&T sent another bill, and Plaintiff called again to dispute the charge. This time, though, AT&T responded that she was obligated to pay, and ultimately referred the account for collection. *Id.* at *3. Plaintiff contacted the defendant collection agency and disputed the debt, but defendant did not seek a response from AT&T because Plaintiff's dispute was in writing. Instead, defendant "assumed" plaintiff owed the debt based solely on a provision in its collection contract with AT&T that it would refer only "validly due and owing" debts. *Id.* at *4. The court concluded plaintiff's dispute was "objectively and readily verifiable" because the legal question and facts made the answer to plaintiff's dispute "straightforward." *Id.* at *11. It appears the fact that plaintiff did not receive the AT&T services was undisputed. Predictably, the court found the legal standard applicable to plaintiff's dispute straightforward, stating "[n]o party disputes that if [plaintiff] received services from AT&T, she owed the debt, and if AT&T failed to provide those services, she did not." *Id.*

The instant case is distinguishable from *Dorsey*. Plaintiff's responsibility for the Mediacom Account is not straightforward. It is undisputed Plaintiff called Mediacom to order services (which Mediacom provided), and that Mediacom opened the Mediacom account in her name. Mediacom associated Plaintiff's name, and no other, with the Mediacom Account, along with Plaintiff's cell number, email address, and social security number. Plaintiff's dispute is based largely on her subjective intent, which is not established in Mediacom records. Unlike AT&T's

objectively verifiable (and apparently undisputed) failure to provide the contract services in *Dorsey*, there is not a straightforward answer to the question of Plaintiff's subjective intent in setting up the Mediacom Account. Plaintiff's dispute of her responsibility for the Mediacom Account is not "objectively and readily verifiable." *Holden*, 98 F.4th at 1369.[2]

The Court concludes Defendant's Motion for Summary Judgment as to Count One of the Complaint is due to be GRANTED.

B. Fair Debt Collection Practices Act Claim

At the outset, Plaintiff concedes her FDCPA claims based on Defendant's alleged acts or omissions prior to December 7, 2022 are time barred. (Doc. 66 at PageID.400 – 401). Also, Plaintiff acknowledges she "does not contend (and has not alleged) that [Defendant's] March 2023 letter constitutes an 'attempt to collect a debt' within the meaning of the FDCPA." (*Id.* at PageID.401). Nevertheless, Plaintiff argues Defendant's reporting of Plaintiff's responsibility for the Mediacom Account after December 7, 2022 constituted "attempts to collect a debt" under the FDCPA. Defendant does not appear to disagree.

The parties agree that § 1692e(8) of the FDCPA sets the applicable standard: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed." However, each party attempts to avoid a certain aspect of that section. Defendant, for its part, would have the Court gloss over the word "including" and read

[2] The court in *Dorsey* also noted, "[p]erhaps the question would be closer if [defendant] had contacted AT&T to investigate [plaintiff's] dispute" rather than relying "exclusively on AT&T's contractual obligation to refer debts that were 'validly due and owing' and took no further steps."

that inclusive phrase as exclusive. Such a reading would permit any reporting of any disputed information as long as the reporting includes the fact of the dispute. The Court does not read § 1692e(8) that way. The Court interprets the "including" phrase as illustrative of a false report of a disputed debt. As Plaintiff correctly argues, this phrase does not limit the preceding, primary phrase that prohibits reporting any information "which is known or which should be known to be false." (*See* Doc. 66 at PageID.401 – 402)

Plaintiff, for her part, does not sufficiently confront the primary and unlimited first phrase of § 1692e(8), which provides that Defendant may be liable only if it reported "information which is known or which should be known to be false." Plaintiff, though, relies "on the same facts" she set out in support of her FCRA claim, and argues merely that "a jury could easily find that [Defendant] violated § 1692e(8) when it continued to report" the Mediacom Account. Defendant replies that there is no evidence that would support a finding that it knew or should have known its credit reporting was false. The Court agrees. For the reasons stated above and in Defendant's Reply Brief (Doc. 71 at PageID.604 – 605), Defendant's Motion for Summary Judgment on Plaintiff's claims under § 1692e(8), as well as § 1692f, of the FDCPA is due to be GRANTED.

CONCLUSION

Defendant's Motion for Summary Judgment (Doc. 62) is GRANTED.

DONE and ORDERED this 22nd day of April, 2025.

/s/ JEFFREY U. BEAVERSTOCK
CHIEF UNITED STATES DISTRICT JUDGE